## STATE OF LOUISIANA INVITATION FOR BID



PROPOSAL NO.: WC-17

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#### PROPOSAL MUST BE RECEIVED NO LATER THAN

TIME: 10:00 A.M.

DATE: April 22, 2003

FOR INFORMATION CONTACT: Melissa Harris

PHONE NUMBER: (225) 342-8414

This document constitutes an invitation to submit sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items described herein.

Proposals **must** be mailed to the Office of the Governor, Division of Administration (DOA), Office of Risk Management or hand carried to its offices at 1201 North 3<sup>rd</sup> Street, Claiborne Building, G-192, Baton Rouge, Louisiana 70804-9095.

STATE OF LOUISIANA, LOUISIANA STADIUM AND EXPOSITION DISTRICT, AND SMG/FACILITY MANAGEMENT OF LOUISIANA, INC., A/T/I/M/A

FOR:

Workers Compensation Coverage

#### **CONTRACT PERIOD:**

Policy to be effective for the period of 12:01 A.M. July 1, 2003 to 12:01 A.M. July 1, 2004 with two (2) options to renew at the same rates. Bids will be received up to 10:00 A.M., April 22, 2003 by the Administrative Section of the Office of the Governor, Division of Administration, Office of Risk Management, 1201 North 3<sup>rd</sup> Street, Claiborne Building, G-192, Baton Rouge, Louisiana. At the same hour of the same day and date bids will be publicly opened and read in the conference room at the Division of Administration, Office of Risk Management address. Bids received after this time will be returned to the bidder/contractor unopened.

BIDDER/CONTRACTOR INFORMATION/SIGNATURE:			
The bidder hereby agrees to provide the insurance cov	erage and relate	ed services, at the prices quoted	, pursuant to the
requirements of this document and further agrees that w		· ,	
State of Louisiana, a binding contract, as defined herein	n, <b>shall</b> exist bet	ween the bidder and the State of	Louisiana.
Insurance Agency Name			
Signature of Designated Authorized Insurance Agency Represer	ntative	Print Name	Title
Mailing Address (Bidding Agency)		Telephone	
City	State	7in Code	
City	State	Zip Code	
Mailing Address (Bidding Agency)  City	State	Telephone Zip Code	

THE FOLLOWING SECTION IS FOR STATE OF LOUISIANA USE ONLY									
NOTICE OF AWARD			PROPOSAL NUMBER:→	WC-17					
This proposal is accepted by the State of Louisiana as follows:									
STATE RISK UNDERV	WRITING SUPERVISOR	STATE RISH	DIRECTOR	DATE					

DATE

PAGE

WC-17 \* TERMS & CONDITIONS

April 22, 2003

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# STATE OF LOUISIANA OFFICE OF RISK MANAGEMENT (ORM)

#### PART I

#### TERMS AND CONDITIONS OF AN INVITATION FOR BID

#### 1. Terminology of an Invitation for Bid (IFB)

Throughout this document the words "bidder", "contractor", and "policy" may pertain to one or more bidder(s), contractor(s), or policy(ies).

Whenever the following words and expressions appear in an Invitation for Bid document or any amendment, exhibit, or attachment thereto, the definition or meaning described below **shall** apply.

- 1.1 <u>Authorized</u> Is an admitted or non-admitted insurance company (or syndicate of companies) approved by the Commissioner of Insurance to do business in the State of Louisiana.
- 1.2 <u>Bid Close Date and Time and Similar Expressions</u> The exact deadline required by the IFB for the physical receipt of bids by the Division of Administration (DOA), Office of Risk Management.
- 1.3 <u>Bidder</u> The person or organization that responds to an IFB with a proposal and prices to provide the service, supplies, or equipment as required in the IFB document. All provisions contained in this solicitation, which are addressed to the bidder, shall apply equally to the contractor.
- 1.4 <u>Budget Agency or State Budget Agency</u> Any unit of state government in the State of Louisiana for which the policy of insurance and service is being purchased by the OFFICE OF RISK MANAGEMENT sometimes hereinafter referred to as ORM.
- 1.5 Buyer The procurement staff member of the Office of Risk Management (ORM).
- Contractor The person or organization who enters into a legally binding contract thereby agreeing to perform a service and/or to furnish supplies or equipment in return for the payment of money and includes the bidding agent or agency and the insuring company whose names appear on the cover sheet and EXHIBIT III of the invitation for bid. All provisions contained in this solicitation, which are addressed to the contractor, shall apply to the bidder.
- 1.7 <u>Guaranteed Cost</u> Premium charged on a prospective basis, fixed or adjustable, or on a specified rating basis, but never on the basis of loss experience. In other words, the cost is guaranteed to the extent that it will not be adjusted based on the loss experience of the insured during the period of coverage. The rate(s) must remain fixed during the contract period.
- 1.8 <u>Invitation for Bid or IFB</u> Those procurement documents issued by ORM to potential bidders/contractors for the purchase of insurance coverage and related service as described in the document. The definition includes all attachments, exhibits, schedules, supplemental pages, and/or amendments thereto.
- 1.9 <u>Manuscript Endorsement</u> Any unprinted, typed endorsement changing any conditions, agreements, exclusions or warranties of the contract.
- 1.10 <u>Must and Shall</u> When these words are used the performance of a certain act is a mandatory condition and shall be performed exactly as described.

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1.11 <u>Designated Authorized Representative</u> - When used in regards to the insurance company or an incorporated insurance agency, these words mean an elected corporate officer with power of attorney for the insurance company/agency. The requirements of power of attorney are specified in PART IV, Section 3 of these specifications. When used in regards to an unincorporated insurance agency, these words mean the owner of the agency.

#### 2. Open Competition

It is the intent and purpose of ORM that the Invitation for Bid permits free and open competition. However, it **shall** be the bidder's/contractor's responsibility to advise ORM if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements to a single source or otherwise unduly or unnecessarily prohibits the submission of a bid. The notification **must** be received by ORM within ten (10) calendar days prior to the bid close date and time. Bidders are requested to bring to the attention of ORM any perceived problems with these specifications at the earliest possible opportunity in order to allow clarification or amendment with minimum disruption to the bid process.

#### 3. The Invitation for Bid Document (IFB)

- 3.1 The IFB contains two basic types of requirements and information, although it may be organized into several parts. One type consists of the scope of work (technical requirements) and related contractual commitments with which the bidder/contractor must comply if awarded a contract. The other type consists of those basic instructions and procedural requirements which must be observed and satisfied by the bidder/contractor when submitting a bid for consideration.
- 3.2 The IFB or a Notice to Bidders is mailed to persons and organizations at the address currently on file with the DOA, Purchasing Section. If any portion of the address is incorrect, the bidder/contractor must notify the buyer upon receipt of the document. Any subsequent amendment to an IFB will be mailed to the same address as the original IFB unless otherwise notified.

#### 4. Amendments to an Invitation for Bid

- 4.1 ORM reserves the right to officially modify (or cancel) an IFB after issuance. Such a modification shall be identified as an <u>amendment</u> and numbered in a sequential order as issued.
- 4.2 If bidder/contractor has not received all amendments which have been issued by ORM, it is the bidder's/contractor's responsibility to contact ORM to obtain a copy(ies) of the amendments. If the designated authorized representative of the insurance agency fails to acknowledge receipt of all amendment(s) by signing the amendment(s) in the designated area and returning same with bid response, the bidder's/contractor's submission will not be considered a responsive bid.
- 4.3 The designated authorized representative of the insurance agency may acknowledge the acceptance of the conditions of an amendment by notice to the Office of Risk Management no later than the official bid close date and time. Verbal messages shall not be permitted or considered as an acceptance of an amendment.

#### 5. Questions by Bidders/Contractors

Any questions related to an IFB must be directed to the buyer in ORM whose name appears at the top of the form on page 1. Prior to the award of the IFB, the bidder/contractor shall not contact nor ask questions of the State agency for which the required insurance is being procured, unless so stated elsewhere in these specifications. Questions shall be submitted in writing and will be answered in writing in the form of an amendment and forwarded to all vendors who were mailed an IFB. Any correspondence related to an IFB should refer to the appropriate IFB number, page and paragraph number, etc. However, do not place the IFB number on the outside of the envelope containing questions since such an envelope will be

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identified as a sealed bid and will not be opened until after the official bid close date and time. Correspondence should be mailed to the Office of Risk Management, P. O. Box 94095, Capitol Station, Baton Rouge, LA 70804-9095, or delivered to State Purchasing's physical address, or faxed to (225) 342-8688.

5.2 All questions must be received by ORM at least fifteen (15) calendar days prior to the bid opening date. All answers will be mailed to the vendors at least ten (10) calendar days prior to the bid opening date.

## 6. Instructions for Submission of Bid(s) by Bidders/Contractors

- A proposal submitted **must** be manually signed in ink by the designated authorized representative of the insurance agency and the insurance company. ORM will accept either the original insurance company designated authorized representative's signature submitted with the bid response <u>or</u> a facsimile copy of the insurance company designated authorized representative's signature on EXHIBIT III in lieu of an original signature. The original of EXHIBIT III containing the insurance company designated authorized representative's original signature **must** be received at ORM's office within ten (10) working days after the bid opening date. Failure to timely submit said original of EXHIBIT III may result in rejection of the bid. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the requirement of a company and an agency signature; however, the submission of a bid bond allows any authorized person from the company and the agency to sign the invitation in lieu of the designated authorized person.
  - **6.1.1** The designated authorized representative of the insurance agency **shall** manually sign in ink the following:
    - **6.1.1.1** Form ORM-02
    - **6.1.1.2** Any amendments to the specifications
  - **6.1.2** The designated authorized representative of the insurance company **shall** manually sign in ink the following:
    - 6.1.2.1 EXHIBIT III
- 6.2 All attachments shall be returned as follows:
  - **6.2.1** Must contain all information required by the IFB.
  - **6.2.2** The bid **shall** be priced as required in the IFB.
  - 6.2.3 Must be sealed in an envelope or box with security deposit attached, if required.
  - 6.2.4 Must be delivered to the Office of Risk Management One American Place 13<sup>th</sup> Floor, 301 Main Street, Baton Rouge, LA and officially clocked in no later than the exact time on the date as specified in the IFB.
  - 6.2.5 Entire IFB and Amendment(s) (if applicable) shall be returned except as otherwise provided in these specifications.
- 6.3 THE SEALED ENVELOPE OR BOX CONTAINING AN IFB SHALL BE CLEARLY MARKED ON THE OUTSIDE BOTTOM LEFT CORNER WITH THE FOLLOWING:
  - 6.3.1. THE OFFICIAL IFB PROPOSAL NUMBER AND FILE NUMBER.
  - 6.3.2. THE OFFICIAL CLOSE DATE AND TIME.
- 6.4 Please submit your bid with pages numbered in the bottom right-hand corner of each page in the following manner: 1 of 4, 2 of 4, etc.

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#### 7. Proposal Opening

- 7.1 Shortly after the expiration of the official bid close date and time, bids will be opened. The bidders/contractors and the public are invited, but not required to attend the formal opening of bids. Prices will be read aloud to the public. However, no decisions related to an award of a contract shall be made at the opening.
- 7.2 Due to manpower limitation, buyers shall not repeat prices after an opening via telephone request. Please do not make such requests. However, upon written request a photocopy of the Summary of Quotations shall be mailed to interested bidders/contractors.

#### 8. Late Proposals

- 8.1 Any bid received by the DOA, Office of Risk Management after the exact bid closing date and time shall not be opened and shall not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness.
- 8.2 It is the bidder's/contractor's sole responsibility to insure that the proposal is physically received and officially clocked in as a sealed document by the DOA, Office of Risk Management in its offices no later than the official close date and time. Late bids shall shall be returned to bidders/contractors unopened.

#### 9. Rejection of Bids

An invitation for bids, a request for proposals, or other solicitation may be canceled or all bids or proposals may be rejected, if it is determined in writing by the chief procurement officer or his designee that such action is taken in the best interest of the State.

#### 10. Public Notice of Awards

- ORM has no facilities for furnishing abstracts of bids; a complete record of all bids is on file in this office subject to inspection of any citizen who is interested in investigating, for any purpose, the record of State purchases.
- Bidders are permitted to review competitors' bids and evaluate documents in accordance with the provisions of the Public Record Act, Louisiana R.S. 44:1 et seq. Such review must be conducted on site in ORM in accordance with the public records statutes.

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#### 11. Non-Award of Contract Due to Insufficient Funds

ORM reserves the right to reject the bid for insurance coverage if the insured(s) does/do not have sufficient funds available with which to pay the premium.

#### 12. Contract Resulting From an IFB

- The bidder/contractor is advised that the State of Louisiana does not sign standard contract forms. The IFB document issued by ORM contains signature lines for the designated authorized representative of the insurance agency and of the insurance company which shall be signed when submitted as a bid. Immediately below the bidder's/contractor's signature line is a section entitled "Notice of Award" which contains signature lines for officials of the State of Louisiana. To consummate a contract, officials of the State of Louisiana need only to sign the Notice of Award section of the form.
- Be aware that the actual contract between the State of Louisiana and the bidder/contractor 12.2 shall consist of the following documents: (1) IFB and any amendments issued thereto, (2) the proposal submitted by the bidder/contractor in response to the IFB, and (3) the actual policy issued. In the event of a conflict in language between items 1, 2, and 3 referenced above, the provisions and requirements set forth and/or referenced in the IFB shall govern. ORM reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the IFB and the bidder's/contractor's proposal. In all other matters not affected by the written clarification, if any, the IFB shall govern. The refusal of the bidder/contractor to conform to the provisions and requirements set forth and/or referenced in the IFB shall result in the award of the contract to the new lowest bidder/contractor. The bidder/contractor is cautioned that its proposal shall be subject to acceptance by ORM without further clarification. In the event of any discrepancies between the insurance requirements delineated in these bid specifications and the model policy provided herein, the bid specifications shall govern.

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#### PART II

#### TECHNICAL SPECIFICATIONS

#### 1. General Specifications

- 1.1 The bidder/contractor shall provide Workers Compensation coverage for State of Louisiana, Louisiana Stadium and Exposition District, and SMG/Facility Management of Louisiana, Inc., A/T/I/M/A.
- 1.2 The bidder/contractor **shall** agree that underwriting information provided in the schedule is believed to be correct and it **shall** not be considered in any way a warranty by the State and **shall** not impair the rates for the insurance coverage based upon the information provided.
- Bids submitted by admitted companies (including reinsurance carriers which desire to submit 1.3 bids for any coverage layer requested or excess of any coverage layer requested) licensed to do business in the State of Louisiana possessing a Best's Insurance Reports policyholder's current rating of "A + + ", "A + ", "A" or "A-", with a financial rating of Class VIII or higher or a non-assessable mutual insurance company backed by the full faith and credit of a state in the United States or the United States government will be considered first. Surplus line companies or unauthorized companies will be considered and accepted only if acceptable bids are not tendered by an admitted company or a non-assessable mutual insurance company backed by the full faith and credit of a state in the United States or the United States government. The bidding company shall meet the qualifications mentioned above without regard to any cut-through endorsements to a higher company; however, it shall not be necessary that the non-assessable mutual insurance company possess a Best's Insurance Reports policyholder's current rating of "A + + ", "A + ", "A" or "A-", with a financial rating of Class VIII or higher. Direct quotations from companies (including reinsurance carriers) shall be considered an alternate bid. Mutual companies which write assessable insurance polices are not acceptable and will not be considered for award of the bid.
- 1.4 The contract and policy term shall be for the period of time as reflected under EXHIBIT I.
- 1.5 Invoices for policies delivered and accepted shall be submitted (in duplicate) by the bidder/contractor on its own form directly to ORM 1201 North 3rd Street, Claiborne Building, G-192, Baton Rouge, LA 70802.
- 1.6 Bidder/Contractor shall be required to furnish closure claims settlement notices to ORM, Division of Administration, on all settlements of claims.

Bidder/Contractor shall be required to furnish a quarterly report reflecting claims (cumulatively for policy year, not just activity for the quarter) opened and closed and claims reserved and paid per agency by policy year, including all allocated loss adjustment expenses until all claims are closed. Information to be reflected on the quarterly report for each individual claim shall include, but not be limited to, the following:

- 1.6.6.1 Dates of loss;
- 1.6.6.2 Status of claim (open, closed, reopened)
- 1.6.6.3 Brief description of loss;
- 1.6.6.4 State agency name;
- 1.6.6.5 Amount of claim as indicated below (by coverage code, if applicable)
  - 1.6.6.1 Total incurred;
  - 1.6.6.2 Amount paid;
  - 1.6.6.3 Amount reserved;
  - 1.6.6.4 Amount recovered;

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- 1.6.6.5 Amount of loss adjustment expenses; and
- 1.6.6.6 Net incurred.
- 1.7 All books and records of transactions under this contract shall be maintained by the bidder/contractor for a period of five (5) years from the date of the final payment under the contract.
- ORM will execute any "A" rate form necessary to enable the underwriter to comply with any premium charge quoted and preclude any violation of rating bureau requirements (if applicable).
- 1.9 The bidder/contractor shall make special filings of policy forms with the Louisiana Department of Insurance as needed to comply with coverage requested in these specifications prior to the issuance of the policy.
- 1.10 At the request of ORM, the insurance policy issued to include coverages as reflected in PART IV of these specifications will be revised by way of endorsements to the policy extending or deleting coverage as a result of any changes in units of exposure, if needed.
- 1.11 A bidder/contractor offering a direct sale of insurance to the State should have reduced the policy premium by the amount of the commission which would have been paid, as indicated by Louisiana R.S. 39:1631.
- "It shall be unlawful for an agent (bidder/contractor) to split, pass on or share with any person, group, organization or other agent, except the State of Louisiana, all or any portion of the commission derived from the sale of insurance to the State..." Louisiana R.S. 39:1632.

#### 2. General Required Endorsements

The "policy of insurance" as used in this section **shall** mean policy issued by the successful bidder/contractor.

2.1 The cancellation provisions of the policy of insurance shall be replaced with the following:

"It is agreed that the guidelines set forth in this policy as regards cancellation of coverage are set aside and shall be inoperative to the extent that they are in conflict with the following verbiage:

The insured may cancel the policy by returning it to the company or by giving the company advance notice of the date cancellation is to take effect. The company may cancel or non-renew the policy by mailing to the insured by "Certified Mail, Return Receipt Requested" (at the insured's last known address by the company) written notice of cancellation at least:

Thirty (30) days before the effective date of cancellation if cancellation is due to nonpayment of premium; or

One hundred-twenty (120) days notice if cancellation or non-renewal is due to any other reason.

The company may deliver any notice instead of mailing it. A signed return receipt will be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period."

2.2 The policy of insurance shall include this endorsement: "The insurance provided by Coverage B (Employers Liability) of the policy does not cover bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act or any amendment to the Law."

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- 2.3 The policy of insurance shall include this endorsement: "For the insurance afforded herein, the State Risk Director for the Office of Risk Management/Division of Administration, State of Louisiana is authorized to act for all insureds respecting the giving and receiving of notice of cancellation, non-renewal or material change, receiving any return premium or dividend, and changing any provisions of this coverage. Such notice or changes shall be mailed in care of the Office of Risk Management, Division of Administration, Post Office Box 94095, Capitol Station, Baton Rouge, LA 70804-9095."
- 2.4 The policy of insurance shall include this endorsement: "The policy does not cover bodily injury to a master or member of a crew."
- 2.5 The policy of insurance shall include this endorsement: "The policy shall include officers of the State of Louisiana, Louisiana Stadium and Exposition District, and SMG/Facility Management of Louisiana for Workers Compensation coverage. The premium basis for the policy includes the remuneration of such officers."

#### 3. Delivery Dates and Location

- 3.1 The policy of insurance **shall** be received by ORM within forty-five (45) days from the inception date of the policy and **shall** not be delivered to any other State agency.
- 3.2 Coverage binder shall be received by ORM within five (5) days of the date award is made.
- 3.3 Bidder/Contractor shall issue endorsement(s) to any additional insured(s) as requested by the Named Insured.
- This is a request for a guaranteed cost for a one (1) year policy in effect from July 01, 2003 to July 01, 2004 with two (2) one-year options to renew at the same rates.

#### 4. Claims Service

- 4.1 The bidder/contractor shall provide claims service for the Workers Compensation coverage.
- 4.2 The claims service **shall** be responsible for the handling of our claims to their conclusion in a professional manner. Should the contract be terminated, the bidder/contractor **shall** remain responsible for occurrences that take place during the policy period.
- 4.3 The bidder/contractor **shall** furnish an adjusting firm, with ORM's concurrence, having qualifications equal to a general adjuster specializing in workers' compensation. The insured **shall** report all losses to the agent-of-record (bidder/contractor).

#### 5. Rates and Other Relevant Factors

The bidder/contractor shall provide ORM with the rate(s) per unit of exposure, and other required data, corresponding to premium indicated on EXHIBIT I as regards Workers' Compensation coverage. This information shall be indicated on EXHIBIT II of these specifications.

#### PART III

#### GENERAL CONTRACTUAL REQUIREMENTS

- 1. Bidder/Contractor **shall** be bound by the provisions of Louisiana R.S. 39:1551, et. seq., (The Louisiana Procurement Code).
- 2. Unless otherwise provided by law, a contract for services may be entered into for periods of not more than three years. No contract shall be entered into for more than one year unless the length of the contract was clearly indicated in these specifications. At the option of the State of Louisiana and upon acceptance by the bidder/contractor, any contract awarded for one year may only be extended for two additional twelve-month periods -- not to exceed a total contract period of thirty-six (36) months.

#### 3. Appropriation Dependency Clause

- 3.1 The continuation of this agreement is contingent upon the appropriation of funds, to fulfill the requirements of the agreement, by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of this agreement, or if a lawful gubernatorial order issued in or for any given fiscal year during the term of this agreement, reducing the funds appropriated in such amounts as to preclude making the payments set out herein, the agreement shall terminate on the date said funds are no longer available without any liability incurring onto the State other than to make payment for services rendered prior to the termination date.
- 3.2 However, the State shall be under a duty to make such determination only in good faith, and not arbitrarily and without justification, to cancel this agreement for the sole purpose of acquiring from another vendor other products of comparable quality and value, and the State agrees that it will use its best efforts to obtain approval of necessary funds to fulfill the obligations of this agreement by taking the appropriate action to request adequate funds to continue this agreement.
- 4. Endorsements extending and/or deleting coverage which are issued to the policy of insurance must reflect any increases or decreases in the amount of the bidders'/contractors' compensation (premium) and shall serve to modify or amend the premium as reflected on EXHIBIT I of these bid specifications. No other method, and/or no other document, including correspondence, acts and oral communications by or from any person, shall be construed as a modification or supplementation of the contract except as herein delineated as regards amendments and endorsements.
- 5. In the event the company or companies originally contracted with by ORM fail(s) to perform, ORM shall allow substitution for such company or companies if the parties sought to be substituted meet other criteria established by these specifications. In the event substitution of company or companies occurs, company signature pages signed by the replacement company or companies must also be submitted to ORM.

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#### **PART IV**

#### GENERAL BID INFORMATION

#### 1. Special Instructions to Bidder

- 1.1 The bidder/contractor must respond to this IFB by submitting all data required herein in order for this bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid from further consideration of award.
- 1.2 The bidder/contractor shall provide Workers Compensation coverage which must equal or exceed the coverage provided in the sample policy in SCHEDULE B of these specifications.
- Any change or restriction in conditions, warranties, or exclusions from the sample policy or from these specifications must be completely explained in writing and attached to the bid. Any such deviations which provide less coverage than that required in the sample policy and these bid specifications shall be considered an alternate quotation. Any such change or restriction shall be indicated on EXHIBIT V of these specifications. Submission of sample policy(ies) shall not be considered to be in compliance with the above stipulations.
- 1.4 ORM reserves the right to reject any or all bids.
- 1.5 Bidder/Contractor is bound by all of the terms, prices and conditions of its bid for a term of sixty (60) days after bid opening. No bid may be withdrawn prior to the expiration of that sixty (60) day period.
- Bids will be awarded by competitive sealed bidding, pursuant to R.S. 39:1594. Only dollar values stated in EXHIBIT I will be considered for award of the bid. The ORM reserves the right to award the bid for the option which provides the highest limit of coverage at the lowest premium within the individual budget agency(ies) allocated funding.
- 1.7 A contract or order resulting from this invitation shall be awarded in response to a bid providing the lowest responsible and responsive bid to the State of Louisiana.
- 1.8 Any award of the contract resulting from this invitation shall be made by written notification from ORM.
- 1.9 As respects this bid, company name and signature of designated authorized representative of the insurance company shall be indicated on EXHIBIT III of these specifications. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the need for a company signature; however, the submission of a bid bond allows any authorized person from the company to sign the invitation in lieu of the designated authorized person.

## 2. Pricing Information

- The bidder/contractor **shall** provide a guaranteed cost for services required by the General Bid Information, Item 2.3. These costs **shall** be shown on the forms attached as EXHIBIT I, and EXHIBIT II, which **must** be returned with the proposal along with the entire IFB document.
- 2.2 The bidder/contractor must provide other information as required in EXHIBIT I and EXHIBIT II.
- 2.3 The bidder's/contractor's quotation **shall** be based on the following:
  - 2.4.1 <u>Guaranteed Cost Plan</u> Any Proposal submitted by the bidder/contractor must be submitted on the form herein provided with the blank spaces filled in showing the annual premium based on the coverages reflected in PART IV of these specifications.

PROPOSAL NO.	* *	INVITATION FOR BID PART IV	*	DATE	*	PAGE
WC-17	*	GENERAL BID INFORMATION	*	April 22, 2003	*	13 of 21

#### 3. Bidder/Contractor Information

- 3.1 As regards the insurance company and an incorporated insurance agency, the bidder/contractor shall attach either one of the following (Items 3.1.1 or 3.1.2) to the proposal:
  - 3.1.1 Board resolution or power of attorney (with seal):
    - 3.1.1.1 giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance agency.
    - 3.1.1.2 giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.
    - 3.1.1.3 giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.
  - 3.1.2 Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$25,000, whichever is more. Bid bonds for 10% of Net Annual Premium can be rounded to the nearest dollar.
- 3.2 As regards an unincorporated insurance agency (sole proprietor agency), the bidder/contractor shall attach either one of the following Items (3.2.1 or 3.2.2) to the proposal.
  - 3.2.1 Notarized affidavit, board resolution or power of attorney (with seal):
    - 3.2.1.1 giving documentation from the Louisiana Insurance Department reflecting proof of ownership of the agency.
    - 3.2.1.2 giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.
    - 3.2.1.3 giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.
  - 3.2.2 Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$25,000, whichever is more. Bid bonds for 10% of Net Annual Premium can be rounded to the nearest dollar.
- 3.3 The bidder/contractor **must** submit with its response to this IFB, a certificate of insurance showing proof of errors and omissions coverage on the agent and/or broker with limits of liability of at least \$1,000,000. This errors and omissions coverage **must** be maintained throughout the period of this contract.
- 3.4 The bidder/contractor **must** submit a narrative description of the claim service it proposes to provide. The narrative should include, but not necessarily limited to, a description of the claims handling procedures (routine processing) commencing with the date of loss, reaction time on claims and length of time before a claims payment will be made. The bidder/contractor **shall** be held contractually responsible for information provided in EXHIBIT IV.

### 4. Insurance Required

4.1 The bidder/contractor **shall** provide Workers' Compensation coverage for the State of Louisiana, Louisiana Stadium and Exposition District and SMG/Facility Management of

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART IV	*		*	
WC-17	*	GENERAL BID INFORMATION	*	April 22, 2003	*	14 of 21
		IIVI OHIVIA HOIV				

Louisiana, Inc. for the annual period of July 01, 2003 to July 01, 2004 with two (2) one-year options to renew subject to the following:

- 4.1.1 ORM requires that the policy of insurance shall provide coverage equal to or exceeding the coverage provided in policy forms reflected in SCHEDULE B of these specifications. The policy of insurance shall also include the General Required Endorsements reflected in PART II of these specifications.
- 4.2 The following schedule of coverage must be included in the bid quotation:

Coverage A Statutory Liability

Coverage B Employers Liability: \$1,000,000 each employee

Coverage C Voluntary Compensation

Coverage D Broad Form All-States Endorsement, except those states exempted in the

sample policy attached.

Limits of Liability: \$1,000,000 per employee per accident/disease/occurrence to include ALL

employees, including officers, of the Sate of Louisiana, Louisiana Stadium and Exposition District, and SMG/Facility Management of Louisiana, Inc.

Endorsements: Premium Discount Endorsement, if applicable

Interstate Endorsement (or equivalent), if applicable

#### 5. Underwriting Information

See the Non-Returnable Section of Schedules A - C

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	EXHIBIT I	*		*	
WC-17	*	BID QUOTATION	*	April 22, 2003	*	15 of 21
		FORM				

#### EXHIBIT I

## **BID QUOTATION FORM**

The bidder/contractor proposes to furnish a policy providing Workers Compensation insurance for the premium stated below for the State of Louisiana, Louisiana Stadium and Exposition District and SMG/Facility Management of Louisiana, Inc., A/T/I/M/A effective for the period of July 1, 2003 to July 1, 2004 with two (2) one-year options to renew.

One year Policy with two (2) one-year options to renew in the Amount Indicated Below

Total Annual Installment Premium¹
(including any policy tax, surplus tax, policy fees, etc.)

\$

<sup>&</sup>lt;sup>1</sup>In the event the percentages of policy tax, or surplus lines tax or other taxes increase due to changed legislation, the bidder(s)/contractor(s) **shall** absorb the increases as the State cannot pay more than the amounts quoted on the successful bid except in the instances of increased coverage.

<sup>&</sup>lt;sup>2</sup>For explanation refer to PART II - Technical Specifications, Subsection 1, General Specifications, Paragraph 1.10 and PART IV - General Bid Information, Subsection 2, Pricing Information, Paragraph 2.4. Bidder/Contractor must reflect percentage of total premium which will be returned to the State.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	EXHIBIT II	*		*	
WC-17	*	PREMIUM RATES	*	April 22, 2003	*	16 of 21

## EXHIBIT II

## **PREMIUM RATES**

The contractor **shall** indicate below the rate per unit of exposure, and other required data, corresponding to premium indicated on Exhibit I.

PROPOSAL NO.	* *	INVITATION FOR BID  EXHIBIT III	*	DATE	*	PAGE
WC-17	*	COMPANY SIGNATURE PAGE	*	April 22, 2003	*	17 of 21

## EXHIBIT III

## **COMPANY SIGNATURE PAGE**

INSURANCE COMPANY OR COMPANIES TO BE USED AND PERCENTAGE OR LAYER OF COVERAGE TO BE PROVIDED BY EACH: (If additional space is required supplemental pages that are identified should be attached for insurance company name and signature)

NOTE: See signature requirements per PART I, Item 6 and PART IV, Item 1.9.

Insurance Company Name:		
Signature of Designated Authorized Representative of the Insurance Company	<b>/</b> :	
Percentage or Layer of Coverage to be Provided:		
NOTE: Bidder/Contractor Must Answer the Following Questions:		
1) Is insurance company an assessable mutual company? <sup>3</sup>	YES	NO
2) Is insurance company licensed to do business in Louisiana? <sup>3</sup>		

<sup>&</sup>lt;sup>3</sup>See PART II, Item 1.3 of these specifications

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	EXHIBIT IV	*		*	
WC-17	*	CLAIMS HANDLING PROCESS NARRATIVE	*	April 22, 2003	*	18 of 21

## EXHIBIT IV

## **CLAIMS HANDLING PROCESS NARRATIVE**

Bidders/Contractors shall respond to the following:

Provide a narrative description of the claims handling procedures (routine processing) to be used in servicing the account for the Workers Compensation coverage for the State of Louisiana, Louisiana Stadium and Exposition District and SMG/Facility Management of Louisiana, Inc. A/T/I/M/A. The description should include, but **not** be limited to, the routine processing of claims, the reaction time to a new loss, and the length of time before a claim's payment will be made. (If additional space is required, supplemental pages that are identified should be attached for the bidder's/contractor's complete response.)

PROPOSAL NO.	*	INVITATION FOR BID  EXHIBIT V	*	DATE	*	PAGE
WC-17	*	COVERAGE DEVIATIONS	*	April 22, 2003	*	19 of 21

## EXHIBIT V

## **COVERAGE DEVIATIONS**

Bidder/Contractor shall indicate below any change or restriction in conditions, warranties, or exclusions from the Workers Compensation coverage required by these specifications. Submission of sample policy shall not be considered as compliance with above stipulations. Non-disclosure of changes/restrictions shall be interpreted to mean policy to be issued will be in compliance with coverage requested in these specifications.

PROPOSAL NO.	*	INVITATION FOR BID  EXHIBIT VI	*	DATE	*	PAGE
WC-17	*	BIDDER'S CHECK LIST	*	April 22, 2003	*	20 of 21

## EXHIBIT VI BIDDER'S CHECK LIST

YES	NO		
		1.	Entire IFB returned (per page 5, item 6.2.5).
		2.	Page 17 (EXHIBIT III) signed by designated authorized representative of the insurance company (per page 5, item 6.1.2 and page 12, item 1.9.
		3.	Insurance Company Name has been indicated on Page 17 (EXHIBIT III) per page 12, item 1.9.
		4.	Form ORM-2 signed in ink by designated authorized representative of the insurance agency (per page 5, item 6.1.1).
		5.	Amendment(s) (if applicable) signed in ink by designated authorized representative of the insurance agency (per page 5, item 6.1.1).
		6.	Amendment(s) (if applicable) returned (per page 5, item 6.2.5 and page 4, item 4.2).
		NOTE: IT	TEMS 7A, 7B, AND 7C; <u>OR</u> 8A, 8B, AND 8C; <u>OR</u> 9 IS REQUIRED.
		7A.	Board resolution/power of attorney (per page 13, item 3.1.1.1) is attached.
		7B.	Board resolution/power of attorney (per page 13, item 3.1.1.2) is attached.
		7C.	Board resolution/power of attorney (per page 13, item 3.1.1.3) is attached.
		8A.	Notarized affidavit, board resolution/power of attorney (per page 13, item 3.2.1.1) is attached.
		8B.	Notarized affidavit, board resolution/power of attorney (per page 13, item 3.2.1.2) is attached.
		8C.	Notarized affidavit, board resolution/power of attorney (per page 13, item 3.2.1.3) is attached.
		9.	Bid Bond (per page 13, item 3.1.2 or page 13, item 3.2.2) is attached.
		10.	Claims narrative submitted (per page 13, item 3.4 and page 18, EXHIBIT IV).
		11.	Were any coverage deviations submitted on page 19, EXHIBIT V (per page 12, item $1.3$ )?
		12.	Does insurance company have current Best Rating of " $A++$ ", " $A+$ ", " $A+$ " or " $A-$ ", Class VIII or higher (per page 8, item 1.3)?
		13.	Errors and Omissions Certificate (per page 13, item 3.3) is attached.
		14.	Were premium quotations indicated on EXHIBIT I, page 15 (per page 12, items 2.1 and $2.2.$ )?
		15.	Was commission return percentage factor reflected on EXHIBIT I, page 15 (per page 9, item 1.11)?
		17.	Are responses to questions on EXHIBIT III, page 17 in compliance with requirements in Item 1.3 on page 8?
		18.	Page 21 (Exhibit VII) signed by bidder/contractor.

PROPOSAL NO.	*	INVITATION FOR BID  EXHIBIT VII	*	DATE	*	PAGE
WC-17	*	NON-RETURNABLE SECTION	*	April 22, 2003	*	21 of 21

## EXHIBIT VII

## **NON-RETURNABLE SECTION**

The following pages are made part of this bid specification package, but do not have to be returned with a quotation. It is the bidder/contractor's responsibility to ensure that all pages have been received and reviewed. This page must be returned as part of the bid quotation. If this page is not signed and returned, the submitted bid will be disqualified.

	Pages
Schedule A – Superdome and New Orleans Sports Arena General Information	1 - 2
Schedule B – Premium and Loss Experience Information	3 - 19
Schedule C – Policy Forms and Endorsements	20 - 50

By signing this page, the bidder/contractor acknowledges that the above schedules have been received in full and reviewed.

Signature of Bidder/Contractor

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE			
	*	SCHEDULE A	*		*				
WC-17	*	GENERAL	*	April 22, 2003	*	1 of 52			
		INFORMATION							
** THIS PAGE DOES NOT HAVE TO BE RETURNED **									

#### SCHEDULE A

## SUPERDOME AND ARENA GENERAL INFORMATION

This schedule contains Superdome and New Orleans Arena Gross Actual Payroll by classification code for SMG/Facility Management of Louisiana, Inc.:

POLICY YEAR	CLASS CODE	GROSS PAYROLL
07/01/98-99*	9014 8810	5,714,109 1,605,087
07/01/99-00**	9014 8810 7720	5,353,466 1,978,434 2,196,979
07/01/00-01 * *	9014 8810 7720	6,374,557 1,454,628 2,443,406
07/01/01-02**	9014 8810 7720	5,577,208 2,229,260 2,642,297
07/01/02-03 (e)	9014 8810 7720	5,577,208 2,229,260 2,642,297

- \* Annual audit completed by National Union Fire Insurance Company of LA
- \*\* Annual audits completed by Louisiana Workers Compensation Corp. (LWCC)
- (e) Estimated (current carrier LWCC)

## 5.2 <u>Experience Modification Factors</u>

Listed below are experience modification factors for prior years:

YEAR	FACTOR
1998-99	.97
1999-2000	.88
2000-2001	.81
2001-2002	.80
2002-2003	.79

5.3 SMG/Facility Management of Louisiana, Inc. is the contractor who operates the Superdome and the New Orleans Sports Arena on behalf of the State of Louisiana. However, the State of Louisiana is responsible for procuring and maintaining Workers' Compensation coverage for SMG/Facility Management of Louisiana, Inc.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE A	*		*	
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		INFORMATION				
		** THIS PAGE DOES N	OT HAVE	TO BE RETURNED **		

- 5.4 Miscellaneous questions answered by SMG/Facility Management of Louisiana, Inc., as regards the Superdome:
  - 1. Do the security guards carry firearms?: Only full time security guards. If so, are they properly trained?: Yes
  - 2. Is security guard coverage sub-contracted out?: No Part time security guards are hired for special events.
  - 3. Who provides food service and concession employees?: Volume Services America
  - 4. Do Facility Management employees set up stages, lighting, etc. for rock concerts?: No
  - 5. What mechanism allows the state to purchase a workers compensation policy for this contractor?: On October 7, 1980 at the Louisiana Stadium & Exposition District Board of Commissioners' Meeting, the Attorney General informed the Board that although the Superdome Insurance Advisory Committee/Board of Commissioners had authority in the past to procure their own insurance, the Legislative Act 520 of July 1, 1980 required the Board of Commissioners to submit the Superdome insurance needs to the Office of Risk Management for acquisition. At this same meeting a resolution was offered and unanimously adopted for the board to submit insurance requirements to the State's Office of Risk Management to procure insurance on the Superdome Stadium.

## **SCHEDULE B**

## **EARNED PREMIUM AND LOSS EXPERIENCE INFORMATION**

Policy Year	Total Claims	Claims Closed	Claims Open	Total Incurred Losses	Premium Paid
07-01-1998/99	20	19	1	\$237,690	\$ 199,666
07-01-1999/2000	27	27	0	\$ 46,396	\$ 152,010
07-01-2000/2001	22	22	0	\$ 95,337	\$ 161,082
07-01-2001/2002	21	19	2	\$184,768	\$ 150,318
07-01-2002/2003*	9	9	0	\$ 43,113	\$ 399,439

<sup>\*</sup> As of 2/5/2003

PROPOSAL NO. INVITATION FOR BID DATE PAGE  $SCHEDULE\ B$ April 22, 2003 WC-17 4 of 52

EARNED PREMIUM & LOSS EXPERIENCE

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PROPOSAL NO. \* INVITATION FOR BID \* DATE \* PAGE \* SCHEDULE B \*

EARNED PREMIUM & LOSS EXPERIENCE

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\* SCHEDULE B \* \*
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& LOSS EXPERIENCE

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			INTELL	IRISK RED RISK DET	INTELLIRISK REPORTIMO SYSTEM RISK DETAIL REPORT	×	AIG INSURA	AIG INSURANCE BERVICES, IMC., MONIS DIVISION	AC., WAIS D	MOISIVI
CLIENT 8705563 PACILITY NGC. OF LOUISTA	PG. OF	ALCOUNT 8705563 008605563 HC COUPETA PACILITY MANAGEMENT OF LOUISIA	POI 000 UISIA PAG	POLICY 008805561 PACILITY MA	HC WAGENENT OF		OOSTAACT PERIOD 07/01/98 - 07/01/99	VALUATION /99 DATE 02/28/03	W REPORT DATE 03/17/03	PAGE
LOGS DATE OFF BUT. DATE CASE STATUS CLOS DATE H-OFF LOSS TYPE		OPP CLAIKGABT HAMG CASR NCCI OCCUPATION SYN ACCIDENT DESCRIPTION H-OFF INJURY DESCRIPTION	STATE		COMP	PROPESTY	ALLOCATED REPRINSE	TOTALS	SALVAGE SUERO OTHER	TOTAL INCURRED
3/08/99 3/19/99 063 CLOSRD 4/29/99	154 1 3972 00810 001 MALS 154 CUT	1/08/99 154 1 1/19/99 063972 08910 RYGINBER CLOSKD 001 MALH AGE - 0 4/29/99 154 CUT THUYH OM VALVE RACK	41	CUER PABY RESV	000.	00,	, DB 12_10 , DD	12,10	00.	0 0 0
	Ť	LACERATION TO RIGHT THOSE								12.10
\$/17/99 6/14/99 064 CLOSED 9/20/99 MED-CALY	154 4727 09014 091 MALE 154 RE 6	5/17/99 154 6/14/99 064727 03014 ELBCTRICIAN CLOSED 0P1 PALE AGE - 56 9/20/99 154 88 EAD A STROKE	5	CURR PREV RESV	0000	00, 1092,50	00.400	.00 .2.502.50 .00	000	
	ETS.	STROKB								
6/22/99 7/09/99 065 OPEN	154 7 5012 09014 001 MALE	6/22/99 154 7 7/09/99 065012 09014 CARPESTER OPEN 001 MALR AGE - 59	1	CURA PREV RESV	1468.00 69363.00 85951.40	64.60 11480.26 19199.21	2,60 6510.11 1091.81	1515.20 87353.37 106242.42	00.	1,592,50 00 00
INDEPOSITY	NOS NOS	ER WAS WALKLING ON THE MALKWAY IN NOS AND HE SLIPPED UNKNOWN	1788	STA						
6/22/99 154 7/09/99 065013 09014 JANITOR CAOSED 601 PROLE AGB -	154 5013 090 601 PER	69014 JANITOR PROLE AGE - O	F	CUKR PERV RESV	000	,00, 00,40	00, 08,0	.00.	00.	. 00. 00. 00. 00. 00. 00. 00. 00. 00. 0
0/27/99 NED-CHLY	MA BOR	RR KOOPER WAS KALKING AND SHE SAID SHE S LIPPED AND PELL ON A PILE OF CHEESE ON THE RICHT SIDE OF FACE AND AN	SAID SHE	SHB S OM THE FLOOR				}		
6/22/99 10/16/00 669 CLOSED 1/21/01	154 9208 0901	\$/22/99 154   10/10/00 669108 09014 CARPETTER CLOSED 001 MALE AGE - 59 1/21/01 242	4	CUER PREV RASY	00-	000.	00° 02°8LL 00°	.00 .00 .00	000	
×	* =	ES WAS WALKING ON THE HALKWAY IN STANDS AND HE SLIPPRO LOFER BACK IMJURY	IN STAND	8						778.20

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& LOSS EXPERIENCE

	7	a L s	L	1 4	
Accident Description	EMPLOYEE WAS WALKING DOWN THE HALL WHILE READING A PAPER. WHILE LOOKING DOWN, THE EMPLOYEE WALKED INTO A COLUMN AND HIT HIS FOR FHEAD		UNLOADING CHAIRS ON THE NE QUADRANT - WHITE PLASTIC CHAIRS FOR BAR EXAM ORIENTATION. TRYING TO UNHOOK THE DOLLY ROLLED FORWARD AND JAMMED HIS LEFT MIDDLE FINGER. THE DOLLY ROLLED FORWARD AND CUI THE BOLLED FORWARD AND CUI THE EMPLOYEES FINGER.	EMPLOYEE WAS LIFTING A BOX OF CEILING TILES, VENDOR: UNKNOWN EMPLOYEE LIFTED BOX OF CEILING TILES FROM THE PALLET TO HIS CART. HE IS HOLD FALLS PAND ON THE LEFT SIDE OF HIS LOWER FACK.	
Total *		4,546	409	0	
Emp Liab *	0	0	С	0	
Expense *		88 .		0	
Medical * Indemnity * Expense *	0	0	0	0	
Medical *	309	4,358	406	0	
Status Sort C	CLOSED	CLOSED	CLOSED	CLOSED	
Policy / Location Sort O	70200-D / 215858	70200-D / 205550	70200-D/ 205551	<u>70200-D /</u> 0	
Acc Date Policy / Sort © Sort ©	07/02/99	64/11/20	07/20/99	07/21/99	
Injured Worker Sort O	83994 -	78915 -	77487 -	77564 -	

& LOSS EXPERIENCE

	EMPLOYEE WAS MOPPING CLOSE TO THE BASEBOARDS. BMPLOYEE'S HEEL CAUGHT ON THE BACK OF THE STEP CAUSING HER TO HIT HER LEFT ARM ON THE WALL.	THE EMPLOYEE WAS WALKING DOWN THE HALL TO THE BRIEFING ROOM AND WAS READING THE NEWSPAPER, SHE LOOKED UP AND DIDN'T SEE THE GREY COLUMN AND RAN INTO IT, HITTING HER FOREHEAD AND CAUSING A BIG "HICKEY".	"DETAILS UNKNOWN" EMPLOYEE 587 FELL AND INJURED HER LOWER BACK.	THE EMPLOYEE WAS SETTING UP THE FIELD. A RAILING FELL ON HIS FOOT AND INTURED HIS SECOND AND THIRD TOES.	EMPLOYEE WAS WALKING OFF OF THE ELEVATOR. SHE HELD THE DOOR OPEN FOR SOMEONE ELSE. 123 "WHEN THE EMPLOYEE LET THE ELEVATOR BUTTON GO, SHE WALKED OFF BUT THE DOOR CAME DOWN ON HER HEAD."	EMPLOYEE WAS WALKING IN FRONT OF THE NEW ARENA. THE CURB SLOPS AND THE EMPLOYEE TRIPPED OVER THE CEMENT. HE HAS SCRATCHES/ABRASIONS TO HIS HAND AND KNEE.	EMPLOYEE WAS PICKING UP TRASH BAGS. EMPLOYEE GRABBED A BAG WHICH HAD GLASS IN THE BOTTOM OF IT. HIS MIDDLE FINGER ON THE RIGHT LIAND WAS CUT.
_	=======================================	Ž	38	4,379	2		409
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-	φ.	0		124		9	9
	0	43	0	2,324	0	Q	0
	129	661	578	1,930	120	991	403
	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
	70200-D/ 205551	70200-D / 205551	70200-D/ 205550	70200-D / 205551	70200-D <u>/</u> 205550	70200-D / 205550	70200-D / 205550
	07/26/99	07/29/99	08/03/99	08/04/99	10/15/99	11/04/99	11/15/99
	77653 -	- <del>77786 -</del>	- 19797 -	78029 -	81725 -	81475 -	81706 -

PROPOSAL NO. INVITATION FOR BID DATE PAGE

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EMPLOYEE WAS REPAIRING SEATS. "REPLACEMENT SEATS 1,490 WAS WEDGED UNDER SUPPLIES, PICKED IT UP AND FELT SOMETHING POP."	EMPLOYEE WAS STANDING BY AN OFFICE. A CO-WORKER SLAMMED THE DOOR AGAINST THE EMPLOYEE'S ARM CAUSING A BRUISE/CONTUSION TO HIS RIGHT ELBOW.	EMPLOYEE WAS RIDING ON THE BACK OF A SMALL BLECTRICAL CART. EMPLOYEE WAS SITTING ON A LADDER THAT WAS IN THE ALADDER THE CART. THE LADDER HIT'A LOWER PORTION OF THE CEILING CAUSING THE LADDER AND THE EMPLOYEE TO FALL INJURING HIS LEFT KNEE.	EMPLOYEE WAS USING A SCRAPER TO SCRAPE MATTRIAL FROM A BEAM. WHILE SCRAPING, FOREIGN PARTICLES FELL IN THE EMPLOYEE'S EYES.	"ON 12/24/99 EMPLOYEE WAS PICKING UP TRENCHES AND LETTING BRIDGES FROM PLAZA LEVEL DOWN. THEN ON 12/29/99, HE WAS ROLLING TURF AND FELT MORE PAIN." "STRAINING TO PICK PINCHING PAIN."	THE BMPLOYEE WAS SLIDING A T.V. OVER A RAIL TO HIS CO. WORKERS. WHILE SLIDING THE T.V., EMPLOYEE STRAINED HIS LOWER BACK.	EMPLOYEE WAS LIFTING A TRASH BAG. WHEN THE EMPLOYEE YANKED UP THE TRASH, HE FELT SOMETHING POP ON THE LOWER LEFT SIDE OF HIS BACK.
1,490	165	13,286	601	199	3,046	113
0	0	0	0	0	0	0
G		162	æ		25	
165	0	4,089	0	0	1,701	o
1,320	162	9,035	901	961	1,321	110
CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
70200-D / 205550	70200-D / 205550	70200-D / 205550	70200-D / 205550	70200-D / 20555 <u>0</u>	70200-D / 205550	<u>205550</u>
11/18/99	12/16/99	12/22/99	12/28/99	12/29/99	01/03/00	01/07/00
81705 -	81729 -	81472 -	81722 <u>-</u>	- 5021 - 1203	82379 -	81727 -

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& LOSS EXPERIENCE

				· · · · · · · · · · · · · · · · · · ·				_
	THE EMPLOYEE WAS A PASSENGER IN A MOTORIZED VEHICLE. A CAR PULLED OUT IN FRONT OF THE VEHICLE CAUSING THE DRIVER TO HIT THE BRAKES AND THE EMPLOYEE HIT THE WINDSHIELD.	EMPLOYEE WAS SITTING AT HER DESK. EMPLOYEE TURNED QUICKLY AND FELT HER RIGHT KNEE POP.	THE EMPLOYEE WAS PUTTING A FULL WATER BOTTLE INTO THE DISPENSER. THE BOTTLE FELL ONTO THE EMPLOYEE'S RIGHT HAND CAUSING A SPRAIN TO HER FINGERS.	"EMPLOYEE WAS WALKING TO GET A GLASS RACK." "EMPLOYEE STEPPED IN A DRAIN HOLE AND TWISTED HIS RIGHT ANKLE." VENDOR: MARINE NEDICAL	EMPLOYBE WAS WORKING A DETAIL BY DIRECTING TRAFFIC FOR THIS COMPANY. A MOTORIST TRUED TO RUN THE EMPLOYEE OVER HE JUMPED OUT OF WAY BUT INJURED HIS RIGHT KNEE. HE PULLED THE MOTORIST OUT OF HIS CAR AND RE-INJURED HIS LOWER BACK.	EMPLOYEE WAS WALKING DOWN THE STEPS. EMPLOYEE FELT HIS KNEE POP.	EMPLOYBE WAS RIDING A PATROL BIKE. THE BIKE SLIPPED IN THE BIKE SLIPPED IN THE TO FALL SPRAINING HIS RIGHT WRIST.	
	9,589	261	76	4,858	,.		298	
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_	308	3	0	25	0	2		
-	753	0	0	3,558	0	0	0	
	8,529	258	76	1,275	0	0	295	
=	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	
	70200-D / 205550	70200-D / 205550	70200-D/ 205550	70200-D / 215858	70200-D/ 205551	70200-D / 205550	70200-D / 205550	
-	01/16/00	01/31/00	02/05/00	05/27/00	03/18/00	05/18/00	05/27/00	
	81960 -	82295	82345 -	83088 -	86207 -	84924 -	- 08158	

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& LOSS EXPERIENCE

EMPLOYEE WAS ARRANGING TABLES AND CHA IRS FOR ORIENTATION. ONE OF THE CHAIRS FELL ON THE EMPLOYEE'S RIGHT FOOT CAUSING BRUISES OR A POSSIBLE HAIR-LINE FRACTURE.		THE EMPLOYEE WAS DRIVING A SECURITY VEHICLE. THE EMPLOYEE WAS INVOLVED IN A HIGHWAY ACCIDENT CAUSING PAIN IN HIS NECK AND HEAD.	THE EMPLOYEB WAS CHANGING LAMPS. WHILE CHANGING LAMPS, DEBRIS FELL INTO THE EMPLOYEE'S RIGHT EYB.	EMPLOYEE WAS WALKING ON THE ARENA FLOOR THAT HAD POOR LIGHTING. EMPLOYEE TRIPPED OVER A BLACK HOSE AND FELL INJURING HER LEFT WRIST, KNEE AND LEG.	EMPLOYEE WAS WALKING TO THE ELEVATOR AND HER LEFT FOOT SLIPPED. EMPLOYEE FELL ON HER LEFT KNEE AND BOTH HANDS.	EMPLOYEE WAS WALKING FROM BEHIND THE EAST STANDS TO THE ARENA. EMPLOYEE STEPPED ON A "COVER" AND TWISTED HIS LEFT KNEE.	THE EMPLOYEE WAS WALKING ONTO THE ELEVATOR. THE GATE HIT THE EMPLOYEE ON TOP OF HER HEAD.	
	1,583	_		4,845		25,482		
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0	74	202	3	82	0	200	21	
c	0	0	0	2,563	0	5,014	0	
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CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	
70200-D/ 205550	70200-D / 205549	70200-D / 205549	70200-D / 205550	70200-D / 215858	70200-D / 205550	70200-D / 205550	70200-D / 205550	
06/13/00	06/28/00	09/11/10	07/26/00	08/03/00	08/25/00	09/01/00	09/07/00	
- 88958	86088 -	86457 -	86809 -	- 25698	87774 -	87916 -	87941-	,

& LOSS EXPERIENCE

( )							
EMPLOYCE WALKING & PICKING UP CHAIRS. EMPLOYEB TURNED TO PUT THE CHAIRS ON A CART BUT THE TURF WAS BUCKLED A LITTLE CAUSING HIM TO TWIST HIS I FFT ANKLE	EMPLOYEE WAS SWINGING A HAMMER. THE HEAD OF THE HEAD OF THE EMPLOYEE'S LEFT BIG TOB. VENDOR: MARINE MEDICAL.			EMPLOYEE WAS PICKING UP "?" UTILITY CART. EMPLOYEE FELT S8. PAIN IN THE LOWER BACK AND SHOULDERS. VENDOR: MARINE			
279		186	243	28	218	369	
0	0	0	0	0	0	Ö	
21	0	m	m	cu.	m	<u> </u>	
0	0	0	0	0	0	0	
258	0	183	240	55	216	361	
CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	
70200-D / 205550	70200-D / 205549	70200-D <u>/</u> 205549	70200-D / 205550	70200-D / 205549	70200-D / 205551	70200-D/ 205550	
09/03/00	09/13/00	09/23/00	10/12/00	10/14/00	10/29/00	00/60/11	
87985 -	88241	89188	89187 -	89255 -	- 600063 -	90122 -	

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& LOSS EXPERIENCE

			7			
CMPLOYEE WALKING UP THE STAIRS. THE EMPLOYER HIT HER HEAD ON A BOX CAUSING		EMPLOYEE WAS MOPPING THE BATHROOM FLOOR. EMPLOYEE SLIPPED AND TRIED TO CATCH HERSELF ON THE BATHROOM DOOR. SHE DID NOT FALL BUT INJURED HER LEFT HIP AND THE BACK OF HER LEFT LEG.			"EMPLOYEE WAS LIFTING FLOOR BOX PLATES ON THE ARENA FLOOR AND TWISTED TO MOVE THE PLATES." "EMPLOYEE SLID THE METAL PLATES ACROSS THE FLOOR AND INJURED HIS LOWER BACK." VENDOR: MARINE MEDICAL/1730 TCHOUPITOULAS STNEW ORLEANS. LA	THE EMPLOYEE WAS SWEEPING THE FLOOR. THE EMPLOYEE WAS REACHING OVER A RAILING AND STARTED TO FALL. SHE TRIED TO CATCH HERSELF AND FELL ON HER LEFT KNEE.
	4,984	34 85	3,427	15,658	29,370	0
-	0	o	0	0	ô	0
	140	m	132	1115	43	0
	1,739	0	0	[133]	9,589	0
	3,105	345	3,295	15,410	19,350	Ö
	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
70200-D /	205550	70200-D / 205550	<u>70200-D /</u> 205549	70200-D / 205551	<u>70200-D /</u> 205550	70200-D/ 205549
	11/12/00	00/12/11	11/22/00	12/30/00	02/06/01	10/20/20
90123 - 3		92806 -	<u>90428 -</u>	- 91256 -	92495 -	93143.

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& LOSS EXPERIENCE

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	FLOO YEE 3R BAC	TING PLOYE MPED UT.	AG 1H OYEE OIL N THE	ROLLING, TAL R SLOW NTO A	VG A OS ANI BEHIN DOOR OT E BAG	NG OPPED NP OPPED NP THE L. THE S LEG S WHE	
	EMPL( LOWE	IS CUT TE EMI ER BUJ	EMPLC S AND WAS 0	APANY VTROL A ME SS TO I SLID I	RRYD RADIC FROM VIER. O THE I AG GC ED TH	S RIDI CO-WO FT STC OFF AN O ROL PANT IN THE	
	YAS LI S. THE IN HIS NG A B	TEE WA	VAS CE THE REASE THAT	EE WA A COM IILE PA BE HIT O TIRE HICLE	AS CANTH WITH KETS IS COUNTED BY STUBBER ON THE BER OF	EE WA DRKLI DPED CAN T RIGHT GLED SD HIM	
	OVERS OVERS PAIN LIFTIB	APLOY OF WO INDEX	YEE W ROUTE D IN G ANCE	APLOY REA IN LE. WE APLOY VG TW HIB VE CAUSIN	PYEE W E BAG NG TIC RKING YEE O HE DUI HE DUI HE SE IT A MED" I	IPLOY IFT WI THE FO TO STE IFT BE YEE'S YEE'S RAGGE TO III	
	EMPLOYEE WAS LIFTING FLOOR BOX COVERS. THE EMPLOYEE FELT A PAIN IN HIS LOWER BACK WHILE LIFTING A BOX OF FLOOR COVERS.	THE BMPLOYEE WAS CUTTING A PIECE OF WOOD. THE EMPLOYEE'S RIGHT INDEX FINGER BUMPED THE BLADE CAUSING A CUT.	EMPLOYEE WAS CHECKING THE TOUR ROUTE. THE EMPLOYEE SLIPPED IN GREASE AND OIL SUBSTANCE THAT WAS ON THE FLOOR.	THE EMPLOYEE WAS PATROLLING THE AREA IN A COMPANY VEHICLE. WHILE PATROLLING, THE EMPLOYEE HIT A METAL ROD CAUSING TWO TIRES TO BLOW OUT. THE VEHICLE SLID INTO A CURB CAUSING PAIN IN HIS CHEST AND BACK.	EMPLOYEE WAS CARRYING A DUFFLE BAG WITH RADIOS AND PARKING TICKETS FROM BEHIND THE PARKING COUNTER. EMPLOYEE OPENED THE DOOR AND THE DUFFLE BAG GOT CAUGHT, SHE PULLED THE BAG TO RELEASE IT AND THE BAG "SLAMMED" HER ON HER LEFT BACK ANKLE.	THE EMPLOYEE WAS RIDING ON FORKLIFT WITH A CO-WORKER AFTER THE FORKLIFT STOPPED HE WENT TO STEPPED OFF AND THE FORKLIFT BEGAN TO ROLL. THE EMPLOYEE'S RIGHT PANTS LEG BECAME TANGLED IN THE WHEEL AND DRAGGED HIM CAUSING A BRUISE TO IIIS LOWER RIGHT LEG.	
-	4,453	0	4,106	12,541	2,518	987	
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=	\$22	0	2,110	5,839	191	17	
			Cį.	5,			
	3,626	0	634	1,852	o	178	
_	775	0	1,361	4,851	2,358	792	
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_	CLOSED	CLOSED	CLOSED	ACTIVE, ELIGIBLE	CLOSED	CLOSED	
	70200-D / 205549	20200-D / 205550	70200-D / 205549	<u>70200-D /</u> 20 <u>5550</u>	70200-D / 21585 <u>8</u>	70200-D/ 205550	
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	03/08/01	03/26/01	04/12/01	07/23/01	08/04/01	09/11/01	
	93803 - (			.6	7.		
	9380	93792 -	94308	97356 -	68036	99107	
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99606 - 100360 -	10/18/01	70200-D / 205549 70200-D / 205549 70200-D / 205549 70200-D / 205549	CLOSED CLOSED CLOSED CLOSED	3,869	4,281	388	3 0 0 0 0 0	TRESPASSER. THE EMPLOYEE AND THE TRESPASSER WERE STRUGGLING CAUSING THE EMPLOYEE TO FALL TO HIS LEFT KNEE CAP.  THE EMPLOYEB WAS PULLING UP TRENCH COVERS. THE EMPLOYEE TRED TO PRY THE COVER UP STRAIN TO HIS ARM, ELBOW, STRAIN TO HIS ARM, ELBOW, SHOULDER, AND RIGHT ARM. EMPLOYEE WAS WALKING THROUGH TO THE MUNICIPAL TOWARDS THE BOX OFFICE. FOWARDS THE BOX OFFICE. EMPLOYEE WAS WALKING ON THE STAGE. AS SHE REACHED THE END OF IT SHE FELL. EMPLOYEE IS NOT CERTAIN WHAT CAUSED HER TO FALL SHE DOES NOT KNOW IF SHE TRIPPED OR MISSED HER STEP. THE EMPLOYEE WAS WORKING CROWD CONTROL AFTER A "FOOTBALL BALL". A FIGHT BROKE OUT IN THE CROWD. THE EMPLOYEE WAS TRYING TO RESTRAIN PEOPLE AND FELL TO THE GROUND INJURING TOIL BROULDER. CLEANINESS IN THE TERRACE.
100927 -	11/29/01	20200-D/ 205550	CLOSED	334	0	0		THE STEPS CAUSING HER TO TRIP AND BRUISE HER RT. IIAND/ARM. THE EMPLOYEE WAS RIDING A SCOOTER IN THE SUPERDOME. THE EMPLOYEE TURNED THE CORNER BMPLOYEE TURNED THE CORNER CAUSING HIM TO FALL INJURING HIS KNEES, HANDS, LIP, CHIN AND ITOOTH.

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EMPLOYEE CLEANING THE 5,406 PRESS BOX. EMPLOYEE INHALED							EMPLOYEE WAS KICKING TURF ON THE FIELD. EMPLOYEE'S RIGHT KNHE IS SWOT I EN AND SOBE		THE EMPLOYEE WAS WALKING IN FACILITY AREA. THE EMPLOYEE TRIPPED AND FELL ON A PIECE OF RAISHD CARPET.	
	57	2,109.	3,154	, 335	7,708	1,081	41,180	2,606	3,576	
-0	0	0	Ô	0	0	0	00	0	0	
135	0	8	69	40	127	49.	3,229	38	204	
196	0	1,478	160'1	0	3,648	202	20,307	1,676	0	
4,310	57	623	1,994	294,	3,933	830	20,123	892	3,372	
CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	ACTIVE, ELIGIBLE	CLOSED	CLOSED	
70200-D / 223056	70200-D / 223056	70200-D / 223056	70200-D / 223056	70200-D / 205549	70200-D / 223056	70200-D / 223056	70200-D / 205551	70200-D / 255969	70200-D / 205549	
11/29/01	11/29/01	11/29/01	11/29/01	12/08/01	01/02/02	01/25/02	02/03/02	03/12/02	04/09/02	
	101025 -	101127 -	101198 -	101226 -	<u>101633 -</u>	102433 -	102899 -	103538-	104290 -	

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EMPLOYEE WAS GATHERING TABLES FROM THE STORAGE ROOM. A CO-WORKER WAS 154 LIFTING THE TABLE AND A METAL RAIL FELL ON THE EMPLOYEE'S LEFT FOOT.	EMPLOYEE WAS VACUUMING IN A FITNESS ROOM. EMPLOYEE DEVELOPED AN ABSCESS ON HER HIP AFTER SHE HIT IT ON A STATIONARY BIKE.	EMPLOYEE WAS PULLING AND EMPTYING TRASH BINS. EMPLOYEE STRAINED HIS BACK AS HE WAS PULLING AND EMPLYING TRASH BINS.	1 THE EMPLOYEE WAS CLEANING A SUITE. THE EMPLOYEE STEPPED 1,550 ON FROM WET CARPET TO A HARD WOOD FLOOR CAUSING HER TO FALL.	EMPLOYEE WAS WALKING IN THE FACILITY. THE EMPLOYEE SLIPPED AND FELL HITTING THE FLOOR AND INJURING HER RIGHT ANKLE.	EMPLOYBE WAS PICKING UP TURF   ATTHE SUPERDOME, EMPLOYEE   WAS INJURED AS HE WAS PICKING   UP THE TURF.	EMPLOYEE WAS PULLING A SHAMPOO MACHINE UP THE STAIRS. THE EMPLOYEE ATTEMPTED TO CATCH THE MACHINE AS IT SLIPPED DOWN THE STAIRS, AND THE EMPLOYEE FELL DOWN THE STAIRS TO THE FLOOR.	THE EMPLOYBE WAS PERFORMING BIKE DUTY PATROL. THE BIKPOYEE MIS-JUDGED TURNING THE BICYCLE AND PELL CAUSING A CONTUSION TO HIS RIGHT SHOLLDER.
75	96	1,461	1,53	35		11,571	3,646
0	0	0	0	0	0	0	c
15	33	114	58		42	822	131
0	0	481	0	0	1,211	4,369	1,516
740	962	939	1,492	065	18,711	6,380	2,000
CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
70200-D / 223056	70200-D / 205550	86037-D / 260922	86037-D / 260922	86037-D / 260766	86037-D / 260767	86037-D / 260768	86037-D / 260771
09/18/05	06/21/02	07/05/02	07/06/02	07/08/02	07/23/02	08/08/02	08/19/02
106135 -	107694 -	106736-	106590 -	106647 -	- 107697 -	107452 -	107934-

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& LOSS EXPERIENCE

7		7 .		
		THE EMPLOYEE WAS PICKING UP A SGALLON BUCKET OF SHEETROCK. THE EMPLOYEE FELT	IA FULL IN HIS LOWER BACK.  EMPLOYEE WAS WALKING DOWN 1,657 THE STEPS. EMPLOYEE WAS 1,800 WALKING DOWN THE STEPS AND	I WISTED HIS LEFT KNEE.
_	1,284	1,244	1,65	
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=	28	0	32	
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_	1,256	590	1,625	
_	CLOSED	CLOSED	MEDICAL PAYMENTS ONLY	
	86037-D / 260767	86037-D / 260920	86037-D / 260767	
	08/28/02	09/30/02	11/08/02	
	- 109496 -	109113 -	109948 -	

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE				
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	** THIS PAGE DOES NOT HAVE TO BE RETURNED **									

# SCHEDULE C POLICY FORMS AND ENDORSEMENTS

This schedule contains copy of the current policy forms and endorsements which reflect the minimum coverage that will be accepted for award of this IFB.

In the event of any discrepancies between the insurance requirements delineated in these specifications and the model policies included herein, the bid specifications **shall** govern. This schedule is for informational purposes only and not to be used in awarding the contract.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 01 A Page 1

INFORMATION PAGE PR

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION

POLICY NO.

86037-D

2237 S. ACADIAN THRUWAY SUITE 102 BATON ROUGE, LA 70808 Carrier Id: 30120 A Mutual Company

DIRECT BILL

1. The Insured:
STATE OF LOUISIANA, LOUISIANA
STADIUM &
POST OFFICE BOX 94095
C/O THE OFFICE OF RISK MANAGEMENT
BATON ROUGE, LA 70804-9095

Federal ID: 72-000000



- 2. The policy period begins 07/01/2002 at 12:01 AM standard time at the insured's mailing address.
- A. Workers' Compensation Insurance: Part one of the policy applies to the Workers' Compensation Law of the state listed here: LOUISIANA
  - B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

See schedule attached

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: NONE
- D. This policy includes these endorsements and schedules:

See schedule attached.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See schedule attached

Countersigned by

(c) 1988, 1991 National Council On Compensation Insurance. WC 00 00 01 A Effective date: 07/01/2002 Date Pr

Date Printed: 06/07/2002

PROPOSAL NO. INVITATION FOR BID DATE PAGE

SCHEDULE C

POLICY FORMS WC-17 April 22, 2003 22 of 50

#### \*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\*

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 01 A Page 2

INFORMATION PAGE PR

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Business # 1: STATE OF LOUISIANA, LOUISIANA Federal ID:72-0000000

STADIUM &

POST OFFICE BOX 94095

C/O THE OFFICE OF RISK MANAGEMENT

Partnership BATON ROUGE, LA 70804-9095 Corporation LLC

X Other

Individual

Employer's Liability Bodily Injury by Accident \$1,000,000.00 each accident Limits (3.B) Bodily Injury by Disease \$1,000,000.00 policy limit

Bodily Injury by Disease \$1,000,000.00 each employee

Premium Basis Estimated Rate per Total Estimated \$100 of Annua 1 Code No. Annl. Remuneration Remuneration Premium Classification CLERICAL OFFICE 8810 1,454,628.00 0.3180 4,625.72 EMPLOYEES NOC BUILDINGS -9014 6,374,557.00 4.8960 312,098.31 OPERATION BY CONTRACTORS POLICE OFFICERS & 7720 2,443,496.00 2.9340 71,692,17 DRIVERS\*

> Total Estimated Annual Premium: 388,416.20

Adjustments To Annual Premium:

EXPENSE CONSTANT 0900 150.00 INCREASED E.L.LIMITS 9812 388,416.20 0.0280 10,875.65

> \_\_\_\_\_ Total Estimated Annual Premium For Policy: 399.441.85

Policy Payment Plan: Flex Pay Deposit Percent:

Business Payment Mode: Annual Deposit Amount: 0.00

Experience Modifier: 0.790 (included in the rates shown above)

Rate Adjustment Factor: 0.7595 (included in the rates shown above)

\* Minimum Premium: 1,200.00

The following endorsements apply for this business: LWCC4 LWCC2 LWCC1 LWCC7

LWCC13 LWCC37 LWCC38 WC 00 04 14

WC 00 04 19 WC 17 06 01B WC 17 06 01C

(c) 1988, 1991 National Council On Compensation Insurance. WC 00 00 01 A Effective date: 07/01/2002 Date Printed: 06/07/2002 PROPOSAL NO. \* INVITATION FOR BID \* DATE \* PAGE \*  $SCHEDULE\ C$  \*

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 00 A Page 3

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO.

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

86037-D

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

#### GENERAL SECTION

#### A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

#### B. Who is insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

#### C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

## D. State

State means any state of the United States of America, and the District of Columbia.

## E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

# PART ONE - Workers Compensation Insurance

## A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. Bodily injury by accident must occur during the policy period.
- Bodily injury by disease must be caused or aggravated by the conditions of your employment.
  The employee's last day of last exposure to the conditions causing or aggravating such bodily
  injury by disease must occur during the policy period.

## B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

ve date: 07/01/2002 Date Printed: 06/07/2002

PROPOSAL NO. \* INVITATION FOR BID \* DATE \* PAGE \*  $SCHEDULE\ C$  \*

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC OO OO OO A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. 86037-D
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

#### C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

#### D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

- 1. reasonable expenses incurred at our request, but not loss of earnings;
- premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
- 3. litigation costs taxed against you;
- 4. interest on a judgment as required by law until we offer the amount due under this insurance; and
- expenses we incur.

## E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

## F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

- 1. of your serious and willful misconduct;
- 2. you knowingly employ an employee in violation of law;
- 3. you fail to comply with a health or safety law or regulation; or
- you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

## G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

## H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.

(c 1991 National Council On Compensation Insurance.
WC 00 00 00 A Effective date: 07/01/2002 Date Printed: 06/07/2002

PROPOSAL NO. DATE INVITATION FOR BID PAGE SCHEDULE C

April 22, 2003 WC-17 POLICY FORMS 25 of 50

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 00 A Page

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

- 2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
- 3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
- Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law. 4.
- This insurance conforms to the parts of the workers compensation law that apply to:
  - a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
- 6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO - Employers Liability Insurance

## How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
- 2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
- 3 Bodily injury by accident must occur during the policy period.
- Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. 4.
- If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or 5. possessions, or Canada.

## We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

- for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee:
- 2 for care and loss of services; and

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 00 A
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO.

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

86037-D

- 3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
- because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### C. Exclusions

This insurance does not cover:

- liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- 2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
- any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- 5. bodily injury intentionally caused or aggravated by you;
- bodily injury occurring outside the United States of America, its territories or possessions, and Canada.
   This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- 8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
- bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10. bodily injury to a master or member of the crew of any vessel;
- 11. fines or penalties imposed for violation of federal or state law; and
- 12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

## D. We Will Defend

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 00 A Page 7

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO.

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

## E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

- reasonable expenses incurred at our request, but not loss of earnings;
- premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. litigation costs taxed against you;
- 4. interest on a judgment as required by law until we offer the amount due under this insurance; and
- expenses we incur.

#### F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

## G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown on Item 3.B. of the Information Page. They apply as explained below.

Bodily Injury by Accident. The limit shown for "bodily injury by accident – each accident" is the
most we will pay for all damages covered by this insurance because of bodily injury to one or more
employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

Bodily Injury by Disease. The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

- We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.
- H. Recovery From Others

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PROPOSAL NO. \* INVITATION FOR BID \* DATE \* PAGE \* SCHEDULE C \*

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WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC OO OO OO A Page 8

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

#### Actions Against Us

There will be no right of action against us under this insurance unless:

- 1. You have complied with all the terms of this policy; and
- 2. The amount you owe has been determined with our consent or by actual trial and final judgement.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

#### PART THREE - Other States Insurance

#### A. How This Insurance Applies

- This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
- If you begin work in any one of those states after the effective date of this policy and are not
  insured or are not self-insured for such work, all provisions of the policy will apply as though
  that state were listed in Item 3.A. of the Information Page.
- We will reimburse you for the benefits required by the workers compensation law of that state
  if we are not permitted to pay the benefits directly to persons entitled to them.
- If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

## B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

## PART FOUR - Your Duties If Injury Occurs

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

- 1. Provide for immediate medical and other services required by the workers compensation law.
- Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
- Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
- Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
- 5. Do nothing after an injury occurs that would interfere with our right to recover from others.

PROPOSAL NO. \* INVITATION FOR BID \* DATE \* PAGE \* SCHEDULE C \*

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 00 A
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86037-D

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO.

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

#### PART FIVE - Premium

#### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

#### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classification, rates and premium basis by endorsement to this policy.

#### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

- 1. all your officers and employees engaged in work covered by this policy; and
- all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

## D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

## E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- If we cancel, final premium will be calculated pro rata based on the time this policy was in force.
   Final premium will not be less than the pro rata share of the minimum premium.
- If you cancel, final premium will be more than pro rata; it will be based on the time this policy was
  in force, and increased by our short-rate cancelation table and procedure. Final premium will not
  be less than the minimum premium.

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WC 00 00 00 A Effective date: 07/01/2002 Date Printed: 06/07/2002

PROPOSAL NO. \* INVITATION FOR BID \* DATE \* PAGE \*  $SCHEDULE\ C$  \*

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 00 A
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

#### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

#### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

#### PART SIX - Conditions

#### A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

## B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

# C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

## D. Cancelation

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
- We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 3. The policy period will end on the day and hour stated in the cancelation notice.
- 4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

(c) 1991 National Council On Compensation Insurance. WC 00 00 00 A Effective date: 07/01/2002

Date Printed: 06/07/2002

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 0 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. 86037-D
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

# E. Sole Representative

The Insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

ISSUED BY THE LOUISIANA WORKERS' COMPENSATION CORPORATION:

E Stephy (avanaugh

PRESIDENT/CEO

(c) 1991 National Council On Compensation Insurance. WC 00 00 00 A Effective date: 07/01/2002

Date Printed: 06/07/2002

SCHEDULE C

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC

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DEPOSIT AND PREMIUM PAYMENT ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO.

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

86037-D

This endorsement explains how you can choose to pay your premium on a reporting basis:

If you choose to pay your premium on a reporting basis, we may require a deposit. If a deposit is required, it may be adjusted based on later information furnished by you or by audit. Any amount deposited with LWCC will be returned to you after cancelation of the policy providing there are no unpaid premium balances.

If you choose to report payroll you shall submit an Employer's Payroll & Premium Report following each reporting period as indicated on the policy, showing the total gross payroll for the work covered by the policy for the reporting period and pay the premium calculated at the rate or rates named in the policy and any later endorsements. You shall include in the gross payroll for the reporting period all payments made to contractors performing any work for the Employer which is a part or process of the trade or business of the Employer and shall pay the premium calculated at the rate or rates named in the policy and any later endorsements, with the exception that you shall not be required to report as payroll any payments made to contractors who have furnished to the Employer certificates of insurance showing workers compensation insurance coverage for the contractor's Louisiana employees during the reporting period.

The wages or salary of each employee or corporate officer shall be assigned to the highest rate classification which is applicable to any duties undertaken by such employee or corporate officer. If you fail to report payroll as required using the proper rate classification for any employee, this may constitute a material breach of the contract of insurance between you and us. You may be liable for all damages caused by such breach including, but not limited to, amounts for unpaid premiums, all payments made by us on any claim for benefits under the policy of insurance brought by an employee whose wages have not been properly reported, and attorney's fees.

All premiums shall be paid by you to us within the time specified in the policy of insurance, or any notice or report form issued pursuant to the policy. All premium payments shall be deemed to have been made when received at the offices of Louisiana Workers' Compensation Corporation with the exception that payment by a check which is subsequently dishonored by the bank on which it is drawn shall not be deemed to have been made.

Should you default in your duty to promply report and to pay premium when due, we may cancel the policy.

Other Terms -- All other terms remain the same.

LWCC1 Effective date: 07/01/2002 Date Printed: 06/07/2002

 PROPOSAL NO.
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 INVITATION FOR BID \* SCHEDULE C \* POLICY FORMS \* April 22, 2003 \* 33 of 50

\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\*

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC2

Page 13

CONTINUATION OF COVERAGE ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO.

ICY NO. 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

This endorsement explains how coverage continues.

## CONTINUATION OF COVERAGE

- 1. Complies with the provisions of this policy.
- 2. Meets the premium reporting requirements.
- 3. Remits required premium payments.

Other Terms

All other terms remain the same.

LWCC2 Effective date: 07/01/2002 Date Printed: 06/07/2002

PROPOSAL NO. \* INVITATION FOR BID \* DATE \* PAGE \*  $SCHEDULE\ C$  \*

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## \*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\*

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC4

Page 14

GENERAL ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Schedule of Workplaces and Trading as Names:

Other Locations:

Effective: 07/01/2002

626 N 4TH ST, 4TH FLOOR BATON ROUGE, LA 70802

Effective: 07/01/2002 Cancelled: 07/01/1999

1 SUGARBOWL DRIVE

NEW ORLEANS, LA 70112

Effective: 07/01/2002 Cancelled: 02/25/2002

1500 POYDRAS 1 SUGARBOWL DR

NEW ORLEANS, LA 70112

Effective: 07/01/2002 NEW ORLEANS ARENA SUGARBOWL DRIVE

NEW ORLEANS, LA 70112

Effective: 07/01/2002 Cancelled: 02/25/2002

P.O. BOX 94095

C/O OFFICE OF RISK MANAGEMENT BATON ROUGE, LA 70804-9095

Effective: 07/01/2002 Cancelled: 07/01/2002

SMG - LOUISIANA SUPERDOME

1 SUGARBOWL DRIVE - C/O MS. AMY BARDALES

NEW ORLEANS, LA 70112

ONE SUGAR BOWL DRIVE

NEW ORLEANS, LA 70112

Effective: 07/01/2002 1635 GIROD STREET

NEW ORLEANS, LA 70112

The following named businesses are included in policy coverage:

NAME FEDERAL ID EFF DATE CANCEL DATE

EXPOSITION DISTRICT AND

07/01/2002

NEW ORLEANS ARENA 07/01/2002

LWCC4 Effective date: 07/01/2002 Date Printed: 06/07/2002

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\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\*

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC4

Page 15

GENERAL ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

86037-D

Schedule of Workplaces and Trading as Names: (Continued)

The following named businesses are included in policy coverage:

NAME FEDERAL ID EFF DATE CANCEL DATE

SMG/FACILITY MGMT. OF LA, INC.A/T/I/M/A

07/01/2002

LWCC4 Effective date: 07/01/2002 Date Printed: 06/07/2002 
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC 7

NOTICE OF CANCELLATION ENDORSEMENT PAGE 16

INSURER: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO 86037

INSURED: STATE OF LOUISIANA, LOUISIANA STADIUM

This endorsement modifies insurance provided under all Coverage Parts.

Except for non-payment of premium, the "Cancellation" condition or "Cancelling this Policy during the Policy Period" Condition is amended to read 30 days.

It is further agreed that such notice will be given, in writing to:

Name and Address

EFFECTIVE: 07/01/2002

**BLANKET** 

OUR NOTIFICATION OF CANCELLATION WILL ONLY EXTEND TO COMPANY NAMES AND ADDRESSES CORRECTLY ON FILE WITH LWCC.

Effective date: 07/01/2002 Date Printed: 06/07/2002

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\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\*

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC13

Page 17

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO.

86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

IMPORTANT NOTICE:

THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS LIMITED. PLEASE READ THE ENDORSEMENT CAREFULLY, PARTICULARLY PARAGRAPH IV, DEFINITION.

IF YOU HIRE ANY EMPLOYEES TO WORK OUTSIDE LOUISIANA OR BEGIN OPERATIONS IN ANY STATE OTHER THAN LOUISIANA, YOU MUST OBTAIN INSURANCE COVERAGE IN THAT STATE AND DO WHATEVER ELSE MAY BE REQUIRED UNDER THAT STATE'S LAW, AS THIS LIMITED OTHER STATES ENDORSEMENT DOES NOT SATISFY THE REQUIREMENTS OF THAT STATE'S WORKERS COMPENSATION INSURANCE LAW.

Part Three - Other States Insurance of the policy is deleted and replaced with the following: This endorsement adds Louisiana Workers' Compensation Corporation Limited Other States Insurance to the policy for <a href="incidental">incidental</a> operations only.

- I. Limited Other States Insurance
  - A. How this insurance applies to incidental operations.

    We will pay promptly, when due, the benefits required of you by the workers compensation law of any state other than Louisiana, but only if the claim for such benefits involves work performed by a Louisiana employee. If we are not allowed to pay benefits on your behalf, we will reimburse you for amounts you are required to pay in designated states.

Section C through H of Part One of the policy will apply to Limited Other States insurance provided in this endorsement.

II. Employers Liability Insurance
Part Two (Employers Liability Insurance) applies to incidental
operations of the insured covered by this endorsement as though the
states shown in the Schedule were shown in Item 3.A. of the
Information Page of the policy.

LWCC13

Page 1 of 2

LWCC13 Effective date: 07/01/2002 Date Printed: 06/07/2002

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\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\*

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC13

Page 18

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO.

86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

- III. The following exclusions apply to the Limited Other States insurance provided by this endorsement and are in addition to the provisions stated in Part Two of the Workers' Compensation and Employers Liability Policy:
  - A. The insurance afforded by this endorsement does not cover:
    - bodily injury to an employee while employed in work in a state where you have secured your obligation under the workers' compensation law by other insurance or by self-insurance;
    - bodily injury to an employee while employed in work in a state where you affirmatively rejected the workers' compensation law;
    - punitive or exemplary damages because of bodily injury to an employee.

# IV. Definition:

- A. "Incidental operations" means all of your operations in the states listed in the Schedule except for operations performed at or from a permanent location.
- B. "Louisiana employee" means an employee whose employment is principally localized in the State of Louisiana, or an employee who is working under a contract of hire made in Louisiana.
- V. The premium basis and rates for the classifications of work in any states shown in the Schedule are the same as if the work had been done in Louisiana.

## Schedule

Designated States: All states except those states listed in Item 3.A. of the Information page and North Dakota, Ohio, Washington, West Virginia and Wyoming.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

LWCC13

Page 2 of 2

LWCC13 Effective date: 07/01/2002 Date Printed: 06/07/2002

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC37

Page 19

AGENT OF RECORD ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION

POLICY NO.

86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

We agree not to change or remove the agent of record designated on this policy by an agent of record letter which may be secured by another agent during the term of this contract or until the anniversary date of this contract, which ever occurs first, unless the change or removal is requested by you in writing.

If you request a change or removal in writing, we will give the designated agent thirty (30) days notice in advance of the change or removal.

Other Terms

LWCC37

All other terms remain the same.

Oseph a Common

Countersigned by

Effective date: 07/01/2002 Date Printed: 06/07/2002

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC38

Page 20

PREMIUM OBLIGATIONS ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION

POLICY NO.

86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

This endorsement affects your obligations regarding timely payment of premium, provides for attorney's fees and court costs, and explains the consideration for your premium.

Part Five - Premium, Section D. Premium Payments is deleted and replaced with the following:

# "D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. If Louisiana Workers Compensation Corporation does not receive timely payment of premium, this may constitute a material breach of the contract of insurance between you and us. If we institute collection activities, you agree to pay us for all damages caused by your breach including, but not limited to, amounts for unpaid premiums, attorney's fees and court costs."

II. Part Five - Premium, Section H. Consideration is added to read as follows:

## "H. Consideration

Louisiana Workers' Compensation Corporation is a private, nonprofit mutual insurance company. As with other private carriers, the laws and protections prescribed in the Louisiana Insurance Code are applicable to us. The full faith and credit of the state of Louisiana does not guarantee the legal obligations of the corporation under this policy nor does it guarantee the legal obligations of any other private carrier doing business in the state."

# III. Other Terms

All other terms remain the same.

LWCC38 Effective date: 07/01/2002 Date Printed: 06/07/2002

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 04 14 Page 21

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

(c) 1990 National Council On Compensation Insurance.
WC 00 04 14 Effective date: 07/01/2002 Date Printed: 06/07/2002

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 04 19
Page 22

PREMIUM DUE DATE ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POL

POLICY NO.

86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE PREMIUM

D. Premium is amended to read:
You will pay all premium when due. You will pay the premium even if part
or all of a workers compensation law is not valid. The due date for audit
and retrospective premiums is the date of the billing.

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\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\*

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 17 06 01B
Page 23

LOUISIANA AMENDATORY ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

No text available for this endorsement.

SCHEDULE C

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 17 06 01C

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO.

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

86037-D

# LOUISIANA AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Louisiana is shown in Item 3.A. of the Information Page.

The CANCELLATION Condition of the policy is replaced by this Condition:

## D. Cancellation

- I. If coverage has not been in effect for sixty days and the policy is not a renewal, cancellation shall be effected by mailing or delivering a written notice to the first-named insured at the mailing address shown on the policy at least sixty days before the cancellation effective date, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium shall be mailed or delivered at least ten days prior to the effective date of cancellation. After coverage has been in effect for more than sixty days or after the effective date of a renewal policy, no insurer shall cancel a policy unless the cancellation is based on at least one of the following reasons:
  - Nonpayment of premium.
  - b. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy.
  - c. Activities or omissions on the part of the named insured which change or increase any hazard insured against, including a failure to comply with loss control recommendations.
  - d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision.
  - e. Determination by the commissioner of insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state or any other state.
  - f. Violation or breach by the insured of any policy terms or conditions.
  - g. Such other reasons that are approved by the commissioner of insurance.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 17 06 01C

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION

POLICY NO.

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

86037-D

2. a. A notice of cancellation of insurance coverage by an insurer shall be in writing and shall be mailed or delivered to the first-named insured at the mailing address as shown on the policy. Notices of cancellation based on conditions 22:636.4, 1.b. through 1.g. above shall be mailed or delivered at least thirty days prior to the effective date of the cancellation; notices of cancellations based upon condition l.a. above shall be mailed or delivered at least ten days prior to the effective date of cancellation. The notice shall state the effective date of the cancellation.

- b. The insurer shall provide the first-named insured with a written statement setting forth the reason for the cancellatton where the insured requests such a statement in writing and the named insured agrees in writing to hold the insurer harmless from liability for any communication giving notice of or specifying the reasons for a cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this endorsement.
- 3. Nothing in this endorsement shall require an insurer to provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance agency or other entity pursuant to a power of attorney or other agreement executed by or on behalf of the insured.
- 4. An insurer may decide not to renew a policy if it delivers or mails to the first-named insured at the address shown on the policy written notice it will not renew the policy. Such notice of non renewal shall be mailed or delivered at least sixty days before the expiration date. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed the last three years of coverage. If the notice is mailed less than sixty days before expiration, coverage shall remain in effect under the same terms and conditions until sixty days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 17 06 01C

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

86037-D

pro rata based upon the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group shall not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage shall not be refusals to renew.

- 5. Notice of nonrenewal shall not be required if the insurer or a company within the same insurance group has offered to issue a renewal policy, or where the named insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
- 6. If an insurer provides the notice described in paragraph 4 above and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension.
- 7. An insurer shall mail or deliver to the named insured at the mailing address shown on the policy written notice of any rate increase, change in deductible, or reduction in limits or coverage at least thirty days prior to the expiration date of the policy. If the insurer fails to provide such thirty-day notice, the coverage provided to the named insured at the expiring policy's rate, terms, and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the named insured, whichever first occurs. For the purposes of this paragraph, notice is considered given thirty days following date of mailing or delivery of the notice. If the insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.

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SCHEDULE C

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 17 06 01C

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION

86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

POLICY NO.

8. Paragraph 7 shall not apply to the following:

- a. Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
- b. Changes based upon the altered nature or extent of the risk insured.
- c. Changes in policy forms filed and approved with the commissioner and applicable to an entire class of business.
- d. Changes requested by the insured.
- 9. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the named insured at the address shown in the policy, shall be sufficient proof of notice.

Section I., ACTIONS AGAINST US, of Part Two (Employers Liability Insurance) of the policy is replaced by the following:

I. ACTIONS AGAINST US

You may not bring an action against us under this insurance unless:

- 1. You have complied with all the terms of this policy; and
- 2. The amount you owe has been determined with our consent or by actual trial and final judgment.

The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

This Condition is added to the policy:

Your Right to Remove Agent

We will not change or remove the agent of record who wrote this policy prior to the termination or renewal of this policy unless you request the change or removal. If you request the change or removal of the agent, we will notify the agent in writing 30 days in advance of the change or removal.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Premium \$

Insured

Insurance Company

Countersigned by

(c) 2001 National Council on Compensation Insurance, Inc. WC 17 06 01C Effective date: 07/01/2002 Date Printed: 06/07/2002 
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Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION Policy No.: 86037-D
2237 S. ACADIAN THRUWAY
SUITE 102
BATON ROUGE, LA 70808
Carrier Id: 30120
A Mutual Company

The Insured:

STATE OF LOUISIANA, LOUISIANA
POST OFFICE BOX 94095
C/O THE OFFICE OF RISK MANAGEM
BATON ROUGE, LA 70804-9095
Federal ID: 72-0000000

Producer: 10016
EUSTIS INSURANCE INC.
THE AMOCO BUILDING
1340 POYDRAS STREET, SUITE 1900
NEW ORLEANS, LA 70112

Due as Follows:

Due Date Past Due Premium CPI Applied Amount Due 07/01/02 07/11/02 399441.85 0.00 399441.85

\*NOTE\*

IF PAYMENT IS NOT RECEIVED BY THE PAST DUE DATE, A CANCELLATION NOTICE WILL BE ISSUED AND A \$25 LATE FEE ASSESSED.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC 16
Page 1

FEDERAL EMPOLYER IDENTIFICATION NUMBER LWCC 16

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO. 86037-D

2237 S. ACADIAN THRUWAY SUITE 102 BATON ROUGE, LA 70808 Carrier Id: 30120 A Mutual Company

1. The Insured:
STATE OF LOUISIANA, LOUISIANA STADI
POST OFFICE BOX 94095
C/O THE OFFICE OF RISK MANAGEMENT
BATON ROUGE, LA 70804-9095

Federal ID: 23-2511871

Producer: 10016
EUSTIS INSURANCE INC.
THE AMOCO BUILDING
1340 POYDRAS STREET, SUITE 1900
NEW ORLEANS, LA 70112

This endorsement changes your Federal Employer Identification Number.

Your Federal Employer Identification is changed to 23-2511871.

This endorsement is effective 06/10/2002.

Other Terms

All other terms remain the same.

Omanh all amounts

Countersigned by

LWCC 16

Date Printed: 06/14/2002

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY LWCC 7

NOTICE OF CANCELLATION ENDORSEMENT

PAGE 16

INSURER: LOUISIANA WORKERS' COMPENSATION CORPORATION POLICY NO 86037

INSURED: STATE OF LOUISIANA, LOUISIANA STADIUM

This endorsement modifies insurance provided under all Coverage Parts.

Except for non-payment of premium, the "Cancellation" condition or "Cancelling this Policy during the Policy Period" Condition is amended to read 120 days.

It is further agreed that such notice will be given, in writing to:

Name and Address

EFFECTIVE: 07/01/2002

**BLANKET** 

OUR NOTIFICATION OF CANCELLATION WILL ONLY EXTEND TO COMPANY NAMES AND ADDRESSES CORRECTLY ON FILE WITH LWCC.

Effective date: 07/01/2002 Date Printed: 06/07/2002